

TEAM GROUP, INC.
TERMS AND CONDITIONS OF SALE

1. **ACCEPTANCE.** The products identified below ("**Products**") are provided by Team Group, Inc. ("**TEAMGROUP**"). By purchasing any Products, the purchaser of the Products ("**Buyer**") agrees to be bound by these TEAMGROUP Terms and Conditions of Sale ("**Terms**").
2. LIMITED WARRANTY. Unless otherwise prohibited by law, the following limited warranty is provided by TEAMGROUP to the original end Buyer ("**you**") of a respective TEAMGROUP-branded Product purchased in its original packaging from an authorized TEAMGROUP reseller ("**Covered Product**"). These warranties are limited to the original end Buyer, are not transferable, and are not applicable to TEAMGROUP-branded Products purchased from unauthorized third-party resellers or channel points of purchase. These warranties provide you with specific legal rights, and you may have additional rights that vary under local laws.
3. WARRANTY DURATION; COVERED PRODUCTS. TEAMGROUP warrants to the original end Buyer that Covered Products will be free from defects in materials and workmanship for the time period specified at the following link, from the date of purchase (the "**Warranty Period**"): [Team Group Inc. Covered Product Warranty Periods](#)
4. If you experience any problems with a Covered Product during the time period specified for returns to the TEAMGROUP authorized reseller or channel point of purchase ("**Reseller Return Date**"), then you shall return the defective Covered Product to the TEAMGROUP authorized reseller or channel point of purchase in accordance with the applicable return policy. To obtain warranty service from TEAMGROUP after the Reseller Return Date, you shall return the defective Covered Product directly to TEAMGROUP in accordance with the following instructions. Any claim under this limited warranty must be made while you are in possession of the Covered Product. In addition:
 - a. You must have proof of purchase and obtain warranty authorization from TEAMGROUP, including a Return Materials Authorization ("**RMA**") number before returning defective Covered Products to TEAMGROUP. No product may be returned for any reason without obtaining an RMA number from TEAMGROUP. RMA numbers may be obtained by visiting this [webpage](#).
 - b. Once you have obtained an RMA number from TEAMGROUP, you may ship the product, prepaid and packaged appropriately (i.e., with sufficient packaging and void fill material inside, or wrapped in bubble wrap within the shipping package, to prevent physical damage to the product during return transportation) to TEAMGROUP. You are responsible for the costs of shipping and insuring returned products. It is recommended that returned products be insured or shipped by a method that provides for tracking the package. TEAMGROUP is not responsible for any product, part, or accessory that is lost or damaged in transit.

- c. The TEAMGROUP RMA number must be prominently displayed on the outside of the package. If the TEAMGROUP RMA number is not prominently displayed on the outside of the package, the package will not be opened and will be returned to you. In addition, you must include: (i) a maintenance form obtained from a TEAMGROUP dealer, filled-out to include: (A) the product model identification, (B) serial number, (C) date of purchase, and (D) a detailed description of the problem you are experiencing with the product (if you are not able to obtain a maintenance form from a TEAMGROUP dealer, please provide items A-D by including a written or typed document with these items); (ii) the original proof of purchase (or copy thereof); and (iii) your address for TEAMGROUP to ship any replacement, repaired product, or refund. Repaired or replacement product, or a refund, will be shipped to you at TEAMGROUP's expense. Any product, part, or accessory returned to TEAMGROUP, if replaced or refunded, shall become the property of TEAMGROUP.
- d. If TEAMGROUP's inspection and testing reveals, to TEAMGROUP's reasonable satisfaction, that the failure of a returned product, part or accessory is due to a defect in material or workmanship, TEAMGROUP shall in its sole discretion, and at its expense (subject to Buyer's compliance with these Terms) either: (i) repair or replace such products, or (ii) credit or refund the Price paid to TEAMGROUP for such products, less any applicable discounts, rebates, or credits.
- e. Any repaired or replacement product, part, or accessory will be warranted for the greater of: (i) the remainder of the original warranty period; or (ii) thirty (30) days; or for any additional time period that is specified by law in your local jurisdiction.
- f. Discontinued or obsolete products will be replaced with the same product, whenever possible. If TEAMGROUP is unable to provide the same product as a replacement, TEAMGROUP will provide a comparable product of similar specification or function.
- g. You are responsible for any applicable tariffs, duties, taxes, or other fees, except where prohibited by applicable local law.

5. Buyer's remedies set forth herein are exclusive and in lieu of any other remedies available to Buyer, whether provided at law, equity, or otherwise. **EXCEPT AS EXPRESSLY STATED IN THESE TERMS, ALL OTHER WARRANTIES, CONDITIONS, REPRESENTATIONS AND OTHER TERMS, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, ARE EXCLUDED TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING, WITHOUT LIMITATION, ANY: (A) WARRANTY OF MERCHANTABILITY; (B) WARRANTY OF QUALITY OR FITNESS FOR A PARTICULAR PURPOSE; (C) WARRANTY AGAINST INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY; AND (D) WARRANTIES ARISING BY LAW, COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, OR OTHERWISE. BUYER ACKNOWLEDGES THAT IT HAS NOT RELIED UPON ANY REPRESENTATION OR WARRANTY MADE BY TEAMGROUP, OR ANY OTHER INDIVIDUAL OR ENTITY ON TEAMGROUP'S**

BEHALF, EXCEPT AS SPECIFICALLY PROVIDED IN THESE TERMS. Some jurisdictions do not allow for the exclusion or limitation of any warranties or conditions (including those implied by law or guaranteed by statute), so the above limitations may not apply to Buyer. Buyer may also have other rights in addition to this warranty. This limitation does not affect Buyer's statutory rights.

6. DISCLAIMERS.

a. The Limited Warranty does not apply if the Products have been: (i) subjected to abuse, misuse, neglect, negligence, accident, abnormal physical stress or environmental conditions, including without limitation abnormal power supply, voltage fluctuations, electrostatic discharge (ESD), high temperature, high humidity, liquid immersion, mechanical impact, or other environmental influences; (ii) used contrary to any instructions issued by TEAMGROUP, or subjected to improper testing, installation, storage, handling, repair, operation, or maintenance; (iii) reconstructed, repaired, or modified by anyone other than TEAMGROUP or its authorized representative; (iv) installed or used without following Product installation guides or user manuals; (v) used with any third-party product, hardware, or product that has not been previously approved by TEAMGROUP; (vi) subject to normal wear and tear from normal usage, such as SSD reaching its read/write lifespan or NAND flash wear-out in memory cards and USB products; or (vii) experiencing system instability or hardware damage due to incorrect settings or outdated BIOS firmware.

b. Unauthorized resellers may sell counterfeit, defective, or altered Products. Claims under the Limited Warranty will only be honored for Products purchased through authorized channels for the Products. Buyer must provide proof of purchase through an authorized channel for service or remedy under the Limited Warranty.

c. The Products are not authorized for use in, and TEAMGROUP assumes no liability or obligations under the Limited Warranty for Products used in, any of the following applications:

- i. Life-support equipment and its components.
- ii. Military equipment, aerospace devices, transportation control systems, or nuclear facilities.
- iii. Disaster prevention systems, medical equipment, or any applications related to human health or safety.

d. TEAMGROUP is not responsible and provides no coverage or remedy under the Limited Warranty for any hardware damage, inability to reach the advertised memory speed, or system instability caused by incorrect BIOS settings, firmware incompatibility, improper voltage, overheating, or other external factors beyond TEAMGROUP's control. Buyer must ensure that all system parameters are correctly configured before use of Products to avoid performance issues or hardware damage.

e. The Products are sensitive to ESD. Buyer must use proper handling procedures, including anti-static precautions, when installing or storing Products. TEAMGROUP is not responsible for damage resulting from improper handling, exposure to excessive humidity, temperature fluctuations, or non-compliant installations. Buyer acknowledges that improper handling may void the Limited Warranty.

f. The Products are rated only for operation at manufacturer-specified speeds and voltages. Overclocking or modifying default voltage or timing settings may cause instability, or reduce product lifespan, and will void the Limited Warranty. TEAMGROUP is not responsible for system failures, overheating, or damage resulting from overclocking or BIOS modifications.

g. TEAMGROUP does not warrant or guarantee overclocking success or stability on any system. For Products that comprise memory modules (RAM), Product performance depends on system configurations, motherboard and CPU compatibility, BIOS settings, and proper voltage and temperature conditions under which memory modules are installed and used. The advertised memory frequency (such as XMP/EXPO/DOCP overclocking modes) can only be reached if supported by a compatible motherboard, CPU, and BIOS settings, provision of which are the sole responsibility of Buyer. If not enabled, memory will default to SPD (JEDEC standard) speeds. The successful operation of XMP/EXPO profiles is dependent on system compatibility, including motherboard, CPU, and BIOS settings.

h. Incorrect voltage, temperature, or BIOS firmware settings may result in failure to reach the advertised frequency, unstable operation, or even hardware damage. All memory modules default to running at SPD (JEDEC standard) frequencies (e.g., DDR4 2133/2400MHz or DDR5-4800/5600MHz) unless XMP/EXPO is enabled. Such default is normal and is not a Product defect or nonconformity. Enabling XMP/EXPO is an overclocking action, and the final frequency and stability depend on the motherboard, CPU, and BIOS settings. Not all systems can achieve the advertised speeds, and failure to do so is not a Product defect or nonconformity and is not covered by the Limited Warranty.

i. For Products that comprise Solid State Drives (SSDs), the Limited Warranty does not cover SSDs that exceed their Total Bytes Written (TBW), or for performance degradation due to normal write endurance limits. If discrepancies arise between third-party software and TEAMGROUP's "TEAMSMART" tool for determining TBW values, TEAMSMART tool values shall control. The read and write speeds of SSDs are subject to system specifications, interface protocols (e.g., SATA, PCIe, USB 3.2, USB 4, Thunderbolt), operating systems, motherboards, controllers, drivers, and environmental factors. Actual speeds may differ from advertised specifications.

i. Internal SSDs (SATA/PCIe): Speed performance may be affected by motherboard interface (e.g., PCIe 3.0, 4.0, or 5.0), SATA version, BIOS settings, and other system

parameters. If the system or motherboard does not support the corresponding PCIe/NVMe specifications, the SSD may operate at reduced speeds.

- ii. External/Portable SSDs (USB/Thunderbolt): Actual transfer speeds depend on USB version (e.g., USB 3.2 Gen 1/Gen 2, USB 4), operating system, USB controller, cable specifications, and test environment. Some devices may limit the SSD speed to USB 2.0 or USB 3.0, affecting read and write speeds.
 - iii. Support for external SSDs on gaming consoles (e.g., PS5/Xbox) may be limited to specific functionalities (e.g., storing games but not running next-generation games directly).
 - iv. Failure of an SSD to achieve the advertised maximum speed due to system, motherboard, OS, or environmental limitations is not a product defect or nonconformity and are not covered by the Limited Warranty.
 - v. Any of overclocking, excessive read/write cycles, or improper formatting may reduce performance or lifespan of an SSD.
- j. For Products that comprise memory chips, memory cards and USB flash drives, actual transfer speeds may differ from the maximum advertised speeds, depending on device compatibility, USB version (e.g., USB 4, USB 3.2, USB 2.0), reading devices, and operating systems. Some devices (e.g., cameras, dash cams, industrial equipment) may not support high-capacity or high-speed memory cards. Buyers should verify compatibility before purchasing the Products for use at such maximum advertised speeds. Any of overclocking, excessive read/write cycles, or improper formatting may reduce performance or lifespan of a memory chip, memory card, or USB drive.
- k. For Products that comprise All-in-One (AIO) Liquid Cooling Products, cooling performance depends on the cooling environment, case airflow, installation method, thermal grease application, and processor power consumption. Buyer must install and maintain such Products according to specified requirements, including but not limited to thermal paste application, as applicable. Differences in installation methods or environmental conditions may result in temperature and performance variations. Leakage from or other failure of such Products due to misuse, improper installation or mounting, excessive bending of tubing, using non-approved coolant, or any modification or disassembly of the Product is not a Product defect or nonconformity and is not covered by the Limited Warranty.
- l. Product information, and Product design, features and/or specifications are all subject to change without notice; provided, however, that any changes will not adversely affect the performance of the Products.

7. LIMITATION OF LIABILITY.

a. **EXCEPT AS REQUIRED BY APPLICABLE LAW, IN NO EVENT SHALL TEAMGROUP OR ANY OF ITS REPRESENTATIVES BE LIABLE FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF OR RELATING TO THESE TERMS, THE LIMITED WARRANTY, OR ANY PRODUCT SOLD HEREUNDER, REGARDLESS OF: (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER TEAMGROUP WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT, OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.** Without limiting the foregoing, TEAMGROUP shall not be liable for, and does not cover under warranty: recovery of data; installation of TEAMGROUP products; inspection or testing costs; installation and removal fees; loss of data, or commercial loss for breach of any express or implied warranty on your product even if TEAMGROUP has been advised previously of the possibility of such damages. Furthermore, TEAMGROUP makes no representations or warranties that any Product or its components, firmware or Software will meet Buyer's requirements, that any Product or its components, firmware or Software will be free of security vulnerabilities, or that the use of any firmware or Software will be uninterrupted or error-free.

b. **EXCEPT AS REQUIRED BY APPLICABLE LAW, TEAMGROUP'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS, THE LIMITED WARRANTY, OR ANY PRODUCT SOLD HEREUNDER, WHETHER ARISING OUT OF OR RELATED TO BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID TO TEAMGROUP FOR SUCH PRODUCT.**

8. ADDITIONAL TERMS

a. All intellectual property rights, including but not limited to patents, copyrights, trade secrets, trademarks, and proprietary designs in or related to the Products or their components, firmware, or Software, or their manufacture, development and creation (including improvements to the Products, components, firmware, or Software) will be or remain the sole and exclusive property of TEAMGROUP or its licensors. Buyer's purchase of the Products does not grant Buyer any rights to TEAMGROUP's intellectual property beyond the limited right to use the Products as intended. For purposes of these Terms, "Software" means computer programs licensed by TEAMGROUP for use with Products, excluding any firmware embedded in Products by TEAMGROUP.

b. Unless otherwise provided in a separate license agreement between TEAMGROUP and Buyer, the terms of Sections 8.a – 8.d will apply to Software. Software is licensed and not sold by TEAMGROUP. TEAMGROUP, on behalf of itself and its Affiliates, grants Buyer a nontransferable, non-exclusive license to use internally and distribute Software in machine-

readable form, only in combination with or as part of the Product for which the Software has been provided and only 1 copy for each unit of Product. No rights or licenses with respect to any Software source code are granted to Buyer. Buyer will maintain in the original, and reproduce on copies, all of TEAMGROUP's (or its licensors') copyright notices and other proprietary legends in the Software, and related documentation. TEAMGROUP grants Buyer a non-exclusive license to use, copy, and distribute non-confidential documentation with the Product for which the documentation has been provided and only 1 copy for each unit of Product.

c. To the extent that firmware is embedded in a Product, the sale of the Product will not constitute the transfer and of ownership rights or title in the firmware, and all references to "sale", "sold", "purchase" or "purchased" with respect to any firmware will be deemed to mean a license from TEAMGROUP or its licensors to use the firmware with the Product.

d. Buyer agrees not to: (i) disassemble, decompile, or reverse engineer the Products, or their components, firmware, or Software; (ii) analyze, inspect, or test the Products or their components, firmware, or Software to determine their composition, structure, design, or manufacturing process, including but not limited to electrical, thermal, or mechanical properties; (iii) modify, alter, or create derivative works based on the Products or their components, firmware, or Software; (iv) use the Products or their components, firmware, or Software as a reference design or model for developing competing products; (v) attempt to circumvent, remove, or disable any protection mechanisms (e.g., DRM, encryption, firmware locks); or remove or alter any proprietary markings or notices; or (vii) attempt to determine whether any of its patents or patent applications read on the Products, or their components, firmware, or Software.

e. TEAMGROUP shall have the right to seek injunctive relief, damages, and any other legal or equitable remedies available under applicable law for breach by Buyer of any of the restrictions of these Terms.

f. Buyer shall at all times comply with all laws applicable to the Products. Without limiting the generality of the foregoing, Buyer shall: (i) at its own expense, maintain all certifications, credentials, licenses, and permits necessary and relating to the purchase or use of the Products; and (b) not engage in any activity or transaction involving the Products, by way of shipment, use, or otherwise, that violates applicable law.

g. In particular and without limitation, Buyer acknowledges that the Products may be subject to Taiwanese, U.S., and international export control laws and regulations, including without limitation: (i) Taiwan Foreign Trade Act and Regulations Governing Export and Import of Strategic High-Tech Commodities and (ii) U.S. Export Administration Regulations (EAR). Buyer shall not export, re-export, or transfer the Products to any country, entity, or person prohibited under Taiwanese, U.S., or international sanctions or embargoes (including without

limitation North Korea, Iran, Syria, Belarus, and sanctioned entities in China, the Russian Federation, or Venezuela). Buyer is solely responsible, and TEAMGROUP shall have no responsibility or liability for, obtaining any necessary export licenses or approvals that are necessary or applicable to the purchase, transport or use of the Products.

h. TEAMGROUP reserves the right to allocate available inventory among its customers in the event of supply shortages. TEAMGROUP is not liable for any damages resulting from delayed or unfulfilled orders due to supply chain disruptions, shortages of raw materials, or unforeseen circumstances beyond TEAMGROUP's control.

i. These Terms solely benefit TEAMGROUP and Buyer. Nothing in these Terms, express or implied, confers on any other person any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of these Terms.

j. Except as specified below, these Terms are governed by and construed in accordance with the laws of Taiwan without giving effect to any conflict of laws provisions thereof.

k. To the maximum extent permitted by applicable law, Buyer agrees that any dispute or claim arising out of or related to the purchase, sale, use, or performance of the Products shall be resolved solely on an individual basis, and Buyer waives any right to participate in any class action, class arbitration, or other representative proceeding against TEAMGROUP. Buyer further waives any right to a jury trial in connection with any dispute arising from or relating to its purchase of the Products or these Terms.

l. Except with respect to disputes relating to the ownership of or breach of intellectual property rights, any dispute, controversy, or claim arising out of or in connection with the Products or these Terms shall be settled by binding arbitration in Taiwan under the Rules of Arbitration of the Chinese Arbitration Association, Taipei (CAA), by one arbitrator. The language of the arbitration shall be English, and the seat of arbitration shall be Taipei, Taiwan. The award shall be final and binding upon the parties, and any arbitral award issued pursuant to this clause shall be enforceable in any court of competent jurisdiction. The arbitrator shall have no authority to award punitive damages or to conduct class arbitration. The costs of arbitration shall be determined by the arbitrator in accordance with the CAA rules, and each party shall bear its own legal fees and expenses, with the arbitration costs shared equally unless otherwise determined by the arbitrator.

m. Any dispute, controversy, or claim relating to the ownership of or breach of intellectual property rights shall be governed by and construed in accordance with the laws of the United States of America without giving effect to any conflict of laws provisions thereof, and shall be subject to the exclusive jurisdiction of the federal courts located in the State of California, United States of America. The parties expressly consent to such jurisdiction and venue and waive any objections based on forum non conveniens or lack of personal jurisdiction.

n. The parties agree to recognize and enforce any final judgment issued by the federal courts in California relating to intellectual property rights in any jurisdiction where enforcement is sought, including Taiwan, to the extent permitted by applicable law. Each party shall take all necessary steps to facilitate such recognition and enforcement, including executing any required documents or providing necessary cooperation in legal proceedings.

o. The parties further consent to the jurisdiction of the courts of Taiwan for the recognition and enforcement of any arbitral award and for any non-arbitrable disputes under these Terms.

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